

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
)	
Plaintiff,)	
)	
v.)	Case No. 12-CV-7695
)	
BOBBY E. WRIGHT COMPREHENSIVE BEHAVIORAL HEALTH CENTER, INC.,)	Judge Thomas Durkin
Defendant.)	Magistrate Judge Geraldine Soat Brown
)	
)	

CONSENT DECREE

The Equal Employment Opportunity Commission (hereafter the "Commission" or the "EEOC") filed this action against Bobby E. Wright Comprehensive Behavioral Health Center, Inc. ("BEW") under Title I of the Americans with Disabilities Act of 1990 ("ADA") and Title I of the Civil Rights Act of 1991. In its Complaint, EEOC alleged that BEW violated the ADA when it failed to provide Ms. Theresa Jackson with a reasonable accommodation by denying her request for time off to receive mental health treatment from a provider other than BEW and then terminating her for failing to accept such treatment at BEW. BEW filed an answer denying all allegations and asserting affirmative defenses. The parties have determined to finally resolve this action through the entry of this Consent Decree.

Findings

Having carefully examined the terms and provisions of this Consent Decree, the Court finds the following:

1. This Court has jurisdiction of this case pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to Section 107(a) of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §12117(a), which incorporates by reference Section 706(f)(1) and (3) of the Civil Rights Act of 1964, 42 U.S.C. §2000e-5(f)(1) and (3), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a.

2. This Court has jurisdiction over the parties.

3. The terms and provisions of this Consent Decree are adequate, fair, reasonable, equitable and just. This Consent Decree resolves all claims alleged by the EEOC in its Complaint. The rights of the parties and of Theresa Jackson, and the interests of the public are adequately protected by this Consent Decree.

4. This Consent Decree conforms to the Federal Rules of Civil Procedure and the ADA, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of the ADA.

WHEREFORE, upon the consent of the parties, IT IS ORDERED, ADJUDGED AND DECREED:

Disability Discrimination

5. BEW, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall provide reasonable accommodations to employees with disabilities and shall not terminate employees with disabilities on the basis of their disability in violation of Title I of the ADA.

Non-Retaliation

6. BEW, its officers, agents, employees, successors, assigns and all persons acting in concert with it are enjoined from engaging in any form of retaliation against any person because such person has opposed any practice made unlawful under the ADA, filed a Charge of Discrimination

under the ADA, testified or participated in any manner in any investigation, proceeding, litigation or hearing under the ADA, or asserted any rights under this Decree.

Adoption of Policy

7. Within twenty calendar days of the date of the entry of this Consent Decree, BEW shall adopt a policy that prohibits discrimination on the basis of disability and provides for reasonable accommodation. The policy shall include, at minimum, the following:

- A. Instructions to employees as to how to request a reasonable accommodation and examples of the types of reasonable accommodations, including modified duty, part-time work, reassignment to a vacant position, acquisition or modification of equipment or assistive devices, and a leave of absence.
- B. A statement that BEW will provide reasonable accommodations to qualified individuals with disabilities including those with work restrictions, so that they can perform the essential functions of their job, unless to do so would cause BEW an undue burden.
- C. A statement that the employment of an employee with a mental health disability is not conditioned on receiving mental health treatment at BEW, and that each employee with a disability is entitled to his/her choice as from whom to receive mental health care.

Within ten calendar days of the adoption of the above policy, BEW shall deliver a copy of it to the EEOC. BEW must consider any suggestions made by EEOC with respect to its policy. However, the inclusion of this paragraph in the decree does not represent the EEOC's or the Court's approval of BEW's policies. Ten days later it shall deliver a hard copy of the policy to its employees. Thereafter, BEW shall make the policy available to new hires within five (5) days of the date of hire.

Posted Notice

8. Within ten days after this Consent Decree is entered, and continuously for twenty-four (24) months from the date of the Consent Decree, BEW shall conspicuously post a same-sized copy of the Notice attached as Exhibit A at a location usually used by BEW for communicating information to

its employees. BEW shall take all reasonable steps to ensure that the Notice is not altered, defaced or covered by any other material. Within ten (10) calendar days after entry of this Consent Decree, BEW shall certify to the EEOC in writing that the notice has been posted.

Monetary Relief

9. BEW shall pay Theresa Jackson a total of \$16,500. This sum is damages for which BEW will issue IRS Form 1099. BEW will not deduct payroll taxes from the damages paid, and Jackson will be responsible for any applicable taxes. BEW will not deduct the employer's portion of applicable payroll taxes from any of the payments. Beginning in April 2014, BEW will make a payment in the amount of \$1000 month for sixteen (16) months and BEW will make a final payment of \$500 in the seventeenth (17th) month. Each payment is due prior to the final day of the month. Each payment shall be made by check mailed to Theresa Jackson, and a copy shall be furnished to EEOC on the date of issuance. BEW will provide Jackson with a stamped, self-addressed envelope and form with each payment that Jackson shall return to BEW to acknowledge receipt of payment.

10. Prior to BEW issuing any payments, Theresa Jackson shall sign the Release, attached Exhibit B, and the signed release will be submitted to BEW's counsel by the EEOC.

Training

11. During each of the two (2) years covered by this Decree, all BEW employees, including BEW's CEO, president, officers, managers, human resource employees and hourly employees, shall participate in an annual training session by an outside trainer paid for by BEW and approved by EEOC regarding the employment provisions of the ADA, including the duty to accommodate employees under the ADA and BEW's procedures for providing accommodations to employees, including employees on a medical leave of absence. The first training shall take place within ninety 90 days of entry of this Decree. The training will be conducted by PayChex.

12. BEW shall certify to the EEOC in writing within ten business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date(s), location(s) and duration of the training; (ii) the name and position of each person attending; and (iii) all materials used or distributed to employees as part of the training.

Record Keeping

13. For the duration of this Consent Decree, BEW shall document and maintain, and make available for inspection and copying by the EEOC, upon five business days advance notice, records of: (1) each complaint of disability discrimination and/or request for reasonable accommodation, (2) its response, if any, to each such complaint, and/or its attempts to accommodate each employee with a disability who has informed BEW of his or her disability and requested an accommodation, and (3) the name, employment status, and, if terminated, the reason for termination of each employee.

Reporting

14. BEW shall furnish to the EEOC a written report in the tenth and twentieth months after the entry of this Consent Decree. Each such report shall contain a summary of the information required to be maintained pursuant to paragraph 13, above. Each report shall also contain a statement signed by an officer of BEW that the Notice required to be posted by Paragraph 8 above remained posted during the reporting period.

Duration

15. This Consent Decree shall be in effect for the period of 24 months during which time the Court shall retain jurisdiction of the parties and of this action for the purpose of enforcing the provisions of this Consent Decree.

Enforcement

16. During the duration of this Decree, BEW shall permit a representative of EEOC to enter BEW's premises for purposes of verifying compliance at any time during normal business hours. BEW's counsel and/or BEW's President/CEO shall be contacted prior to entry. BEW shall also make available, as necessary, a manager for interview for purposes of verifying compliance with this Decree.

Dispute Resolution

17. If the EEOC has reason to believe that BEW is not complying with this Consent Decree, the EEOC shall so notify BEW in writing. BEW will be provided ten business days in which to achieve compliance or to satisfy the EEOC that there has been no non-compliance. Should the parties be unable to resolve a compliance dispute, EEOC shall have the right to apply to the Court for appropriate relief. If BEW fails to make the payment on the date required by Paragraph 9, EEOC shall utilize this dispute resolution provision to provide notice and an opportunity to cure within 5 days. If BEW fails to cure within 5 days, EEOC can apply to the Court for appropriate relief, including the immediate payment of the remainder of the settlement amount.

Neutral Reference

18. BEW shall provide no information about Theresa Jackson to third parties other than the dates of her employment, that she worked as a Psychosocial Rehabilitation Assistant, and the income listed on her two most recent W2 forms.

Miscellaneous Provisions

19. The terms of this Consent Decree shall be binding upon the present and future directors, officers, managers, successors and assigns of BEW for the duration of its term. BEW, and any successor(s) of it, shall provide a copy of this Consent Decree to any organization or person who proposes to acquire or merge with BEW.

20. Each party to this Decree shall bear its own expenses, attorney's fees, and costs.

21. When this Consent Decree requires the submission by BEW of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to Brandi Davis, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2000, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to BEW, they shall be mailed to President/CEO Rashad Saafir, 9 South Kedzie Avenue, Chicago, IL 60612.

22. If any provision of this Consent Decree is found to be unlawful, only the specific provision in question shall be affected and all other provisions will remain in full force and effect.

23. This Consent Decree may be executed in counter-parts, and authentic scanned, electronic, or facsimiled signatures shall be deemed to be original signatures for all purposes.

Approved for Plaintiff EEOC

P. DAVID LOPEZ
General Counsel

JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel
Equal Employment Opportunity Commission
131 M Street N.E.
Washington, D.C. 20507

~~John Hendrickson
Regional Attorney, Chicago District Office
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
500 West Madison Street, Suite 2000
Chicago, Illinois 60661
Telephone: (312) 869-8099
E-Mail: john.hendrickson@eeoc.gov~~

Diane Smason
Diane Smason
Supervisory Attorney
Chicago District Office
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
500 West Madison Street, Suite 2000
Chicago, Illinois 60661
Telephone: (312) 869-8120
E-Mail: diane.smason@eeoc.gov

Brandi J. Davis
Brandi Davis
Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
500 West Madison Street, Suite 2000
Chicago, Illinois 60661
Telephone: (312) 869-8105
E-Mail: brandi.davis@eeoc.gov

Approved for Defendant BEW

Rashad Saafir
Rashad Saafir
President/CEO
Bobby E. Wright
9 South Kedzie Avenue
Chicago, IL 60612

ENTERED AND ORDERED THIS 28 DAY OF APRIL, 2014

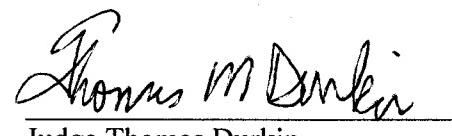

Thomas M Durkin
Judge Thomas Durkin

EXHIBIT A

NOTICE TO EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC”) titled *EEOC v. Bobby E. Wright Comprehensive Behavioral Health Center, Inc.* (“BEW”), No. 12-CV-7695, N.D. Ill. In its suit, the EEOC alleged that BEW violated the ADA when it failed to provide a former employee with a reasonable accommodation by denying her request for time off to receive mental health treatment from a provider other than BEW and then terminating her for failing to accept such treatment at BEW. BEW filed an answer denying all allegations and asserting affirmative defenses.

To resolve the case, EEOC and BEW have entered into a Consent Decree, which provides that:

- 1) BEW will pay a monetary payment to the employee who was terminated.
- 2) BEW will provide reasonable accommodations to employees with disabilities and will not terminate employees because of their disabilities.
- 2) BEW will not require certain employees to be treated by a BEW health care provider.
- 3) BEW will not retaliate against any person because (s)he opposed any practice made unlawful by the ADA, filed an ADA charge of discrimination, participated in any ADA proceeding, or asserted any rights under the Consent Decree.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 869-8000. The EEOC charges no fees. The EEOC also has employees who speak languages other than English and has a TTD number.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 24 months from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: EEOC, 500 West Madison Street, Suite 2000, Chicago, IL 60661 (312) 869-8105, Attention: Bobby E. Wright Settlement.

4/28/14
Date

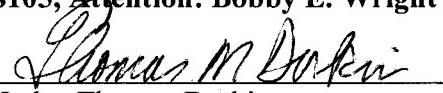

Judge Thomas Durkin

EXHIBIT B

RELEASE AGREEMENT

I, Theresa Jackson, for and in consideration of the sum of \$16, 500 by Bobby E. Wright Comprehensive Behavioral Health Center, Inc. ("BEW"), pursuant to the terms of the Consent Decree entered by the Court in *EEOC v. Bobby E. Wright Comprehensive Behavioral Health Center, Inc.* ("BEW"), No. 12-CV-7695, N.D. Ill., hereby waive my right to recover for any claims of discrimination under the Americans with Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991, that I had against BEW prior to the date of this release that were included in the claims alleged in the EEOC's complaint in this case. I understand that, under the Consent Decree, there will be no income taxes withheld from the portion of the settlement that I receive as damages and I am responsible for paying any taxes required by law on the amount that I receive as damages.

Date: _____

Theresa Jackson

Address